

CITY OF LINCOLN

FINANCE DEPARTMENT
PURCHASING DIVISION

NEBRASKA'S CAPITAL CITY

Coleen J. Seng MAYOR

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSALS SPECIFICATION NO. 04-002

The City of Lincoln and Lancaster County intends to enter into a contract, and invites you to submit a sealed proposal for:

THE ANNUAL REQUIREMENTS FOR QUICK COPY & OFFSET PRINTING SERVICES FOR THE CITY OF LINCOLN AND LANCASTER COUNTY

MEETING OR EXCEEDING THE CITY OF LINCOLN/LANCASTER COUNTY'S SPECIFICATIONS AND PROPOSAL REQUIREMENTS

Sealed proposals will be received by the City of Lincoln/Lancaster County, Nebraska on or before **12:00 noon Wednesday, January 7th, 2004** in the office of the Purchasing Agent, Suite 200, "K" Street Complex, located at 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened and read in the Conference Room located on the First Floor of the "K" Street Complex.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

440 South 8th Street , Suite 200, Lincoln, NE 68508
Phone: (402) 441-7410 FAX: (402) 441-6513

SEALED REQUEST FOR PROPOSAL (RFP) QUICK COPY & PRINTING SERVICES SPECIFICATION NO. 04-002

PROPOSAL OPENING TIME: 12:00 NOON

DATE: Wednesday, January 7th, 2004

ADDENDA RECEIPT: The receipt of the addenda to the specification number _____ through _____ is hereby acknowledged. Failure of any Proposer to receive any addenda or interpretation shall not relieve the Proposer from obligations specified in the proposal request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of City of Lincoln/Lancaster County for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, materials and equipment in strict accordance with the specifications as prepared by the City/County for the consideration of the amount set forth in the following proposal price schedule:

DESCRIPTION CODE

Printing choices:

1-C = One color (black)

COL = Full Color Copy

1-S = One side printed

2-S = Two sides printed

NOTE: If service is not available, indicate "N/A". If standard paper choices are available please supply with your offer, or indicate the brand/grade you are bidding.

1. QUICK COPY PRICE PROPOSAL

CATEGORY I -STANDARD QUICK COPY

ITEM	DESCRIPTION	8.5" X 11"	8.5" X 14"	11" X 17"
1.1	20# Commodity Grade (#3) Bond Paper, 1-C, 1-S:	\$	\$	\$
1.2	20# Commodity Grade (#3) Bond Paper, 1-C, 2-S:			
1.3	20# Pastel/Bright/Laser Paper, 1-C, 1-S:			
1.4	20# Pastel/Bright/Laser Paper, 1-C, 2-S:			
1.5	70# Cover, 1-C, 1-S:			
1.6	70# Cover, 1-C, 2-S:			
1.7	Card Stock, 1-C, 1-S:			
1.8	Card Stock, 1-C, 2-S:			
1.9	Resume or Executive 24# Laser Grade, 1-C, 1-S:			
1.10	Resume or Executive 24# Laser Grade, 1-C, 2-S:			
1.11	Customer provided paper, 1-C, 1-S:			
1.12	Customer provided paper, 1-C, 2-S:			
1.13	Standard 20# bond, 3-hole punched, 1-C, 1-S:			
1.14	Standard 20# bond, 3 hole punched, 1-C, 2-S:			

CATEGORY II - SPECIALTY QUICK COPY

ITEM	DESCRIPTION	8.5" X 11"	8.5" X 14"	11" X 17"
2.1	Standard Grade Transparency, 1-C, 1-S:	\$	////////////////	\$
2.2	2-Part NCR, Standard (W/Y), 1-C, 1-S:			
2.3	3-Part NCR, Standard (W/Y/P), 1-C, 1-S:			
2.4	4-Part NCR, Standard (W/Y/P/), 1-C, 1-S:			
2.5	Tabs (per set of 5), 1-C, 1-S:		////////////////	////////////////
2.6	Tabs (per set of 5), 3-hole punch, 1-C, 1-S:		////////////////	////////////////

CATEGORY III - COLOR COPIES

ITEM	DESCRIPTION	8.5" X 11"	8.5" X 14"	11" X 17"
3.1	20# Commodity Grade (#3) Bond Paper, COL, 1-S:	\$	\$	\$
3.2	20# Pastel/Bright/Laser Paper, COL, 1-S:			
3.3	Cardstock/Text Gloss, COL, 1-S:			
3.4	Card Stock Glossy, 8pt or 10pt, COL, 1-S:			
3.5	Resume or Executive 24# Laser Grade, COL, 1-S:			
3.6	Customer provided paper, COL, 1-S:			
3.7	Standard 20# bond, 3-hole punched, COL, 1-S:			

CATEGORY IV - BINDING SERVICES

ITEM	DESCRIPTION	NO COVERS	CARDSTOCK COVERS	VINYL COVERS
4.1	Plastic Comb	\$	\$	\$
4.2	Coil Bind			
4.3	Thermo-Tape or Velo Bind			

CATEGORY V - FINISHING SERVICES

ITEM	DESCRIPTION	COST/PIECE	COMMENTS:
5.1	Machine folding	\$	
5.2	Hand folding		
5.3	Machine staple		
5.4	Hand staple		

ITEM	DESCRIPTION	COST/PIECE	COMMENTS:
5.5	Hand collating	\$	
5.6	Hand inserting		
5.7	Padding		
5.8	Pouch Lamination (8.5 x 11)		
5.9	Pouch Lamination (11 x 17)		
5.10	Roll Lamination (per sq. ft.)	/sq. ft.	
5.11	Paste-up		
5.12	Cutting (per 500 sheets of paper)	/500	
5.13	Drilling (per page, non-standard)		
5.14	Booklets		

CATEGORY VI - MISCELLANEOUS SERVICES

ITEM	DESCRIPTION	COST/PIECE	COMMENTS:
6.1	Digital RIP Fee (per non-PDF or Std file)	\$	
6.2	Digital RIP fee (per PDF or Std file)		
6.3	Document Creation/Manipulation/Hr.	/hr.	
6.4	Mounting (per Sq. Ft. non-laminate)	/sq. ft.	
6.5	Mounting (per Sq. Ft. laminated)	/sq. ft.	
6.6	General hand labor (per/hr.)	/hr.	

CATEGORY VII - OVERSIZED BLACK & WHITE

ITEM	DESCRIPTION	COST/PIECE	COMMENTS:
7.1	20# Standard Bond 18 x 24"	\$	
7.2	Cardstock 18 x 24", White		
7.3	Colored cardstock 18 x 24"		
7.4	Cardstock 18 x 48"		
7.5	Colored cardstock 18 x 48"		
7.6	Engineering prints (per sq. ft.)	/sq. ft.	

CATEGORY VIII - OVERSIZED COLOR PRINTS

ITEM	DESCRIPTION	COST/PIECE	COMMENTS:
8.1	Matte (full coverage) state size:		
8.2	Semi-Gloss (full coverage) state size:		
8.3	Vinyl (full coverage) state size:		

General comments (optional):

2. OFFSET PRINTING PROPOSAL**CATEGORY I - 20# COMMODITY GRADE BOND PAPER**

ITEM	DESCRIPTION	Quantity: price per:	500 Shts per 500	1M Shts per 1,000	2M Shts per 1,000	5M Shts per 1,000	10M Shts per 1,000
2.1.1	White, 8-1/2 x 11" , 1-Sided, 1-Color		\$	\$	\$	\$	\$
2.1.2	White, 8-1/2 x 11" , 2-S, 1-C						
2.1.3	White, 8-1/2 x 14" , 1-S, 1-C						
2.1.4	White, 8-1/2 x 14" , 2-S, 1-C						
2.1.5	White, 11 x 17" , 1-S, 1-C						
2.1.6	White, 11 x 17" , 2-S, 1-C						
2.1.7	Colored (standard), 8-1/2x11" 1-S, 1-C						
2.1.8	Colored (std), 8-1/2 x 11" 2-S, 1-C						
2.1.9	Colored (std), 8-1/2 x 14" 1-S, 1-C						
2.1.10	Colored (std), 8-1/2 x 14" 2-S, 1-C						
2.1.11	Colored (std), 11 x 17" 1-S, 1-C						
2.1.12	Colored (std), 11 x 17" 2-S, 1-C						

CATEGORY II - NCR FORM (printed 1-color 20# or Standard Weight)

ITEM	DESCRIPTION	Quantity: w=white, y=yellow, p=pink, g=goldenrod Price per:	250 Sets /250 Sets	500 Sets /500 Sets	1M Sets per 1,000	2M Sets per 1,000	5M Sets per 1,000
2.2.1	2 part (w/y) 8-1/2 x 5-1/2"						
2.2.2	3 part (w/y/p) 8-1/2 x 5-1/2"						
2.2.3	4 part (w/y/p/g) 8-1/2 x 5-1/2"						

ITEM	DESCRIPTION w=white, y=yellow, p=pink, g=goldenrod Price per:	Quantity: 250 Sets /250 Sets	500 Sets /500 Sets	1M Sets per 1,000	2M Sets per 1,000	5M Sets per 1,000
2.2.4	2 part (w/y) 8-1/2 x 11"					
2.2.5	3 part (w/y/p) 8-1/2 x 11"					
2.2.6	4 part (w/y/p/g) 8-1/2 x 11"					
2.2.7	2 part (w/y) 8-1/2 x 14"					
2.2.8	3 part (w/y/p) 8-1/2 x 14"					
2.2.9	4 part (w/y/p/g) 8-1/2 x 14"					
2.2.10	List any additional charge for non-std colors					

CATEGORY III - 70# TEXT STOCK - Commodity Grade - Williamsburg Union Camp Color: Wausa Exact

ITEM	DESCRIPTION Quantity: Price per:	500 Shts. /500 shts	1M Shts. 1,000 shts	2M Shts 1,000 shts	5M Shts 1,000 shts
2.3.1	White, 8-1/2 x 11" , 1-Sided, 1-Color	\$	\$	\$	\$
2.3.2	White, 8-1/2 x 11" , 2-S, 1-C				
2.3.3	White, 8-1/2 x 14" , 1-S, 1-C				
2.3.4	White, 8-1/2 x 14" , 2-S, 1-C				
2.3.5	White, 11 x 17" , 1-S, 1-C				
2.3.6	White, 11 x 17" , 2-S, 1-C				
2.3.7	Colored (standard), 8-1/2x11" 1-S, 1-C				
2.3.8	Colored (std), 8-1/2 x 11" 2-S, 1-C				
2.3.9	Colored (std), 8-1/2 x 14" 1-S, 1-C				
2.3.10	Colored (std), 8-1/2 x 14" 2-S, 1-C				
2.3.11	Colored (std), 11 x 17" 1-S, 1-C				
2.3.12	Colored (std), 11 x 17" 2-S, 1-C				
2.3.13	Indicate charge if extra for bleeds:				

CATEGORY III - 70# SPECIALTY PAPERS Premium Grade - Plainfield White and Colors

ITEM	DESCRIPTION Quantity: Price per:	500 Shts. /500 shts	1M Shts. 1,000 shts	2M Shts 1,000 shts	5M Shts 1,000 shts
2.3.14	White, 8-1/2 x 11" , 1-Sided, 1-Color	\$	\$	\$	\$

ITEM	DESCRIPTION	Quantity: Price per:	500 Shts. /500 shts	1M Shts. 1,000 shts	2M Shts 1,000 shts	5M Shts 1,000 shts
2.3.15	White, 8-1/2 x 11" , 2-S, 1-C					
2.3.16	White, 8-1/2 x 14" , 1-S, 1-C					
2.3.17	White, 8-1/2 x 14" , 2-S,1 -C					
2.3.18	White, 11 x 17" , 1-S, 1-C					
2.3.19	White, 11 x 17" , 2-S, 1-C					
2.3.20	Colored (standard), 8-1/2x11" 1-S, 1-C					
2.3.21	Colored (std), 8-1/2 x 11" 2-S, 1-C					
2.3.22	Colored (std), 8-1/2 x 14" 1-S, 1-C					
2.3.23	Colored (std), 8-1/2 x 14" 2-S, 1-C					
2.3.24	Colored (std), 11 x 17" 1-S, 1-C					
2.3.25	Colored (std), 11 x 17" 2-S, 1-C					
2.3.26	Indicate charge if extra for bleeds:					

CATEGORY IV - 65 LB. COVER STOCK

Commodity Grade Plainfield Brgt White, Colors: Astro Bright

ITEM	DESCRIPTION	Quantity: Price per:	500 Shts. /500 shts	1M Shts. 1,000 shts	2M Shts 1,000 shts	5M Shts 1,000 shts
2.4.1	White, 8-1/2 x 11" , 1-Sided, 1-Color		\$	\$	\$	\$
2.4.2	White, 8-1/2 x 11" , 2-S, 1-C					
2.4.3	White, 8-1/2 x 14" , 1-S, 1-C					
2.4.4	White, 8-1/2 x 14" , 2-S,1 -C					
2.4.5	White, 11 x 17" , 1-S, 1-C					
2.4.6	White, 11 x 17" , 2-S, 1-C					
2.4.7	Colored (standard), 8-1/2x11" 1-S, 1-C					
2.4.8	Colored (std), 8-1/2 x 11" 2-S, 1-C					
2.4.9	Colored (std), 8-1/2 x 14" 1-S, 1-C					
2.4.10	Colored (std), 8-1/2 x 14" 2-S, 1-C					
2.4.11	Colored (std), 11 x 17" 1-S, 1-C					
2.4.12	Colored (std), 11 x 17" 2-S, 1-C					

CATEGORY V - 80LB. COVER STOCK

Commodity Grade Bright White

ITEM	DESCRIPTION	Quantity: Price per:	500 Shts. /500 shts	1M Shts. 1,000 shts	2M Shts 1,000 shts	5M Shts 1,000 shts
2.5.1	White, 8-1/2 x 11", 1-C, 1-S		\$	\$	\$	\$
2.5.2	White, 8-1/2 x 11", 1-C, 2-S					
2.5.3	White, 8-1/2 x 11", COL, 1-S					
2.5.4	White, 8-1/2 x 11", COL, 2-S					
2.5.5	White, 11 x 17", 1-C, 1-S					
2.5.6	White, 11 x 17", 1-C, 2-S					
2.5.7	White, 11 x 17", COL, 1-S					
2.5.8	White, 11 x 17", COL, 2-S					

CATEGORY V - 80 LB. COVER STOCK

Premium Grade Plainfield White & Colored

ITEM	DESCRIPTION	Quantity: Price per:	500 Shts. /500 shts	1M Shts. 1,000 shts	2M Shts 1,000 shts	5M Shts 1,000 shts
2.5.9	White & Colors, 8-1/2 x 11", 1-C, 1-S					
2.5.10	White & Colors, 8-1/2 x 11", 1-C, 2-S					
2.5.11	White & Colors, 8-1/2 x 11", COL, 1-S					
2.5.12	White & Colors, 8-1/2 x 11", COL, 2-S					
2.5.13	White & Colors, 11 x 17", 1-C, 1-S					
2.5.14	White & Colors, 11 x 17", 1-C, 2-S					
2.5.15	White & Colors, 11 x 17", COL, 1-S					
2.5.16	White & Colors, 11 x 17", COL, 2-S					

CATEGORY VI - ENVELOPES

Printed One Side

ITEM	DESCRIPTION	Quantity: Price per:	500 EA. /500 each	1,000 EA. 1,000 each	2,000 EA. 1,000 each	5,000 EA. 1,000 each	10,000 EA. 1,000 each
2.6.1	#9, 24 Lb. White, 1-C						
2.6.2	#9, 24 Lb. White, 2-C						

ITEM	DESCRIPTION	Quantity: Price per:	500 EA. /500 each	1,000 EA. 1,000 each	2,000 EA. 1,000 each	5,000 EA. 1,000 each	10,000 EA. 1,000 each
2.6.3	#10, 24 Lb. White, 1-C						
2.6.4	#10, 24 Lb. White, 2-C						
2.6.5	#10, 24 Lb. White, COL						
2.6.6	#10, 24 Lb. White Window, 1-C						
2.6.7	#10, 24 Lb. White Window, 2-C						

CATEGORY VII-BINDING CHARGE

Added charge to base price - per set of 25 pages:

ITEM	DESCRIPTION	Quantity: Price per:	500 Sets /500 Sets	1,000 Sets 1,000 Sets	2,000 Sets 1,000 Sets	5,000 Sets 1,000 Sets
2.7.1	Collating-automatic machine/set					
2.7.2	Collating - manual assembly/set					
2.7.3	One staple-automatic machine/set					
2.7.4	Two staples-automatic machine/set					
2.7.5	Double staple-saddle stitch assembly					
2.7.6	Plastic comb/spiral binding/set					

CATEGORY VIII - OTHER CHARGES

Additional charges to base price

ITEM	DESCRIPTION	Quantity: Price Per:	500 sets 100 sets	1,000 sets 100 sets	2,000 sets 100 sets	5,000 sets 100 sets
2.8.1	Padding (price per pad of 50)					
2.8.2	Folding, 1 or 2 folds/set or sheet					
2.8.3	Crash consecutive numbers-red					
2.8.4	Scratch pads (waste paper) 50pg/pad, glued top, approximately 4-1/4 x 5-1/2"					
2.8.5	What are your standard production hours (shifts):					
2.8.6	Plate charges (specify type and charges, including any charge for storage of plates for future jobs):					

3. BOTH QUICK & OFFSET PROCESS PROPOSAL

CATEGORY I- ADDITIONAL PROJECTS AND SERVICES

This proposal response schedule is not designed to be an all-inclusive composite of the offset printing (copying) needs for the City/County; we estimate between 10%-15% of our needs will not be accommodated by the prices secured in the proposal schedule. We are asking for a cost plus commitment from interested vendors who wish to produce work outside of the proposal response schedule set forth herein.

- 3.1.1 To produce work not listed in the proposal schedule, I/We extend the City/County the following "Cost Plus" offer: **COST PLUS ____%**

DEFINE HOW COST WILL BE FIGURED: _____

- 3.1.2 Do you currently have the ability to perform document preparation and finishing services including preparation for digital publishing, desktop publishing, and paste up services?

3.1.2.1 Direct Imaging to Film/Plate:	____ Yes:	____/hr.	____ No
3.1.2.2 Desktop Publishing:	____ Yes:	____/hr.	____ No
3.1.2.3 Paste up services:	____ Yes:	____/hr.	____ No

- 3.1.3 The City/County shall occasionally have need of the following:

3.1.3.1 \$____/hr. for: Minor changes from an existing printed sample (1-10 words).
3.1.3.2 \$____/hr. for: Medium changes from an existing printed sample (paragraphs).
3.1.3.3 \$____/hr. for: Type Setting an entire new document.

- 3.1.4 Do you provide free delivery and pick up of art work and finished printed materials?
____ YES ____ NO

COMMENTS: _____

- 3.1.5 On occasion the City/County may require the Successful Contractor to reproduce confidential or sensitive documents. What is your standard procedure for insuring that our confidential information remains confidential throughout the offset printing process?

COMMENTS: _____

- 3.1.6 How do you propose to track the status of the various City/County jobs submitted for production, to insure that jobs are completed in a timely organized manner?

COMMENTS: _____

- 3.1.7 When new technology or equipment becomes available (i.g., electronic file transfer, color press, etc.) to your firm, will you provide a mailing or some form of notification to the City/County Customers? Yes ____ No ____

If "YES", will you also provide training or instruction on the new services offered (please expand): _____

CATEGORY II - CLARIFICATION OF THE OFFER

- 3.2.1 The Contractor will provide annotations on each delivery ticket for each job delivered indicating: 1) the requesting department; 2) the individual placing the order; 3) the order date; 4) the delivery location; 5) the delivery date; 6) a brief synopsis of the order; 7) the unit price of each item submitted; and 8) the total price billed on the order.

Do you concur? ☐ YES ☐ NO

- 3.2.2 The Contractor agrees to provide quarterly reports to the Purchasing Agent, showing all purchases made under the contractual arrangement, listing all required information outlined in the specification documents.

Do you concur? ☐ YES ☐ NO

- 3.2.3 The successful contractor shall coordinate work with individual departments, if requested, to offer assistance in job preparation. Vendor shall visit using department's site if necessary to show samples, answer questions and make cost saving recommendations.

Do you concur? ☐ YES ☐ NO

- 3.2.4 The successful contractor may be asked to present brief workshops (estimate 4 each 1 hour sessions) to the City/County Users, educating them on the proposed contract services offered, and best way to interface with your company to promote smooth implementation of the contractual arrangement?

Are you willing to provide described service? ☐ YES ☐ NO

- 3.2.5 What is your proposed procedure for resolving disputes regarding the following categories: 1) Poor, or unsatisfactory service; 2) Poor, or unsatisfactory quality of work produced; 3) Billing disputes; and 4) Mis communication between the City/Co. customer and your company on a job.

COMMENTS: _____

CATEGORY III - WAREHOUSE CAPABILITY

Does your offer include the ability to warehouse jobs performed for the City/County, so that we can take advantage of the most cost effective quantity breaks:

- 3.3.1 My firm is offering warehousing for City/County jobs: ☐ Yes ☐ No

3.3.1.1 Indicate the charges, terms and conditions (if any) for this service: _____

3.3.2 Indicate the address of the warehouse and size of the facility: _____

3.3.3 Describe your warehousing capacity, terms and conditions: _____

CATEGORY IV - OPTION TO EXTEND

- 3.4.1 All pricing must remain firm for the first twelve (12) consecutive months of the contract, there after prices may be adjusted only once annually (except as outlined in "General Terms and Conditions", 4. Escalation/De-Escalation Clause). The City/County requires a 30 day notification of price changes for items featured on the proposal schedule. All price decreases will be automatically passed on to the City/County.
Do you concur? ☐ YES ☐ NO
- 3.4.2 Optional renewal year One (1). Plus maximum overall increase not to exceed _____%/yr.
Contractor to provide supporting documentation on any proposed increase (*).
- 3.4.3 Optional renewal year Two (2). Plus maximum overall increase not to exceed _____%/yr.
Contractor to provide supporting documentation on any proposed increase (*).
(* See General Terms & Conditions "Option to Extend", and "Escalation/De-escalation")

CATEGORY V - SUBMITTAL CHECK LIST

- 3.5.1 Check below if you have enclosed the below listed information with your response:
☐ Brief Company background ☐ Equipment list ☐ Sample quote/order confirmation form
- 3.5.2 Will you provide the listed Insurance Certificates if awarded a contract: ☐ Yes ☐ No

PROPOSED ASSIGNED City/County LIAISON: _____

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.
☐ YES ☐ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

REFERENCE LISTING BUSINESS CONTACTS WITH SIMILAR NEEDS TO THOSE PROPOSED HEREIN:

1. Company Name: _____
Address/State/Zip: _____
Contact Name and Phone #: _____
Est. annual dollar volume spent with your firm: \$ _____
List the number of years you have served this Client: _____

2. Company Name: _____
Address/State/Zip: _____
Contact Name and Phone #: _____
Est. annual dollar volume spent with your firm: \$ _____
List the number of years you have served this Client: _____
3. Company Name: _____
Address/State/Zip: _____
Contact Name and Phone #: _____
Est. annual dollar volume spent with your firm: \$ _____
List the number of years you have served this Client: _____

NOTE: RETURN 8 COPIES OF PROPOSAL OFFER & SUPPORTING MATERIAL.
MARK OUTSIDE OF PROPOSAL ENVELOPE: SEALED RFP FOR SPEC. NO. 04-002

The undersigned signatory of the proposer represents and warrants that he has full and complete authority to submit this offer to Lancaster City/County of Lincoln, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE

ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

Email: _____

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN AND
LANCASTER COUNTY, NEBRASKA
PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Proposer shall submit eight (8) complete sets of the RFP documents and all supporting material. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 *Proposed prices shall be submitted on the Proposal Form included with the RFP number and/or description clearly marked on the outside of the envelope.*
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 21 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 31 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City/County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City/County; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the City/County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City/County to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

8. EVALUATION AND AWARD

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City/County of purchase orders, contract award notifications, or other contract documents appropriate to the work.

- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City/County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.4 A committee will be assigned the task of reviewing the proposals received.

1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

- 8.5 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the City/ County, and deemed will best serve their requirements.
- 8.6 The City/ County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the City/County.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

10. TERMINATION/ASSIGNMENT

- 10.1 City/County may terminate the Contract if the Contractor:
1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete needs assessment as requested.
 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 10.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a one hundred twenty (120) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.

1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City/County shall pay Contractor in accordance with this section.
2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

- 10.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 10.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the Mayor and County Board of Commissioners.

11. INDEMNIFICATION

- 11.1 The proposer shall indemnify and hold harmless the City/County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 11.2 For any and all claims against the City/County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 11.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

12. TERMS OF PAYMENT

- 12.1 Unless other specification provisions state otherwise, payment in full will be made by the City/County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

13. LAWS

- 13.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

GENERAL TERMS AND CONDITIONS

1. SCOPE OF THE PROJECT

1.1 The City of Lincoln and Lancaster County, Nebraska, hereinafter called City/County, invite sealed proposals from interested Printing and/or Copy Center Companies, hereinafter called Proposers or Contractors, for quick copy/printing services and offset printing services, for a one (1) year period commencing on or about Mar. 1st, 2004 through Feb. 28th, 2005, in accordance with the proposal instructions, terms and conditions, specifications, contractor requirements, insurance requirements, and contract documents set forth in this invitation for proposal.

1.1.1 It is estimated the City/County will spend approximately \$260,000.00 on quick copy/printing and related services during the next one (1) year period (**see Attachment A - "Quick Copy & Offset Printing Summary of Dollars Spent For 2000, 2001 & 2002"**).

1.1.1.1 We estimate the average job is currently about \$36.00.

1.1.1.2 We estimate the average monthly dollar volume spent on quick copy needs to be \$21,660.00.

1.1.2 It is estimated the City/County will spend approximately \$325,000.00 on offset printing and related services during the next one (1) year period (**see Attachment A**).

1.1.2.1 We estimate the average job is currently about \$230.00.

1.1.2.2 We estimate the average monthly dollar volume spent on offset and related printing needs to be \$27,100.00.

1.1.3 All City/County Departments/Divisions will be utilizing the contract(s) generated as a result of this proposal process to secure 90% of their quick copy/printing needs.

1.1.3.1 Our new administration recently redesigned the City of Lincoln logo, including City letterhead, envelopes and business cards.

1.1.3.2 The newly redesigned City of Lincoln logo items were bid by our current contract printers.

1.1.3.3 To save money on the implementation of the new City of Lincoln logo materials the printer was asked to print **a year supply** of base stock so the **current successful Printer** will continue to provide these items as a separate arrangement from this bid.

1.1.4 Questions regarding this request may be addressed to:

Kathy Smith, Assistant Purchasing Agent

"K" Street Complex

440 So. 8th Street

Lincoln, NE 68508

Phone: (402) 441-8309 FAX: (402) 441-6513

Email: ksmith@ci.lincoln.ne.us

2. PROPOSAL PROCEDURE

2.1 This Request for Proposal (RFP) is part of a competitive procurement process which is designed to best serve the interests of the City/County in procuring complicated commodities and/or services.

- 2.1.1 It also provides interested contractors with a fair opportunity for their goods and services to be considered.
- 2.1.2 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City/County has the flexibility to negotiate with interested firm(s) to arrive at a mutually agreeable relationship.

3. PRICING STRUCTURE

- 3.1 The prices quoted in this request for proposal shall be firm for one year (12 consecutive months).
- 3.2 Prices shall be submitted in the unit of measurement specified on the proposal form, and shall include all overhead costs, profit and any delivery charges.
 - 3.2.1 Proposals submitted in any other form, unit of measurement or quantity may be deemed non-responsive and not considered.
- 3.3 In the event of a renewal of the contract, unit pricing shall be subject to redetermination within the parameters outlined in this request for proposal.
 - 3.3.1 Any adjustment (increase or decrease) from the current proposal pricing shall be limited to the percentage of change offered in the maximum escalator percentage offered by the contractor with this proposal (See Proposal Price Schedule)
 - 3.3.1.1 Documentation supporting any price increase shall be limited to twice annually and must be submitted at the time of the redetermination of prices.

4. ESCALATION/DE-ESCALATION CLAUSE

- 4.1 Proposers must state on the proposal response form if their proposal prices will remain firm for the full 12 month period; or if the proposal prices will be subject to escalation/de-escalation.
- 4.2 Escalation/de-escalation Clause: In the event that prevailing market conditions warrant an adjustment in proposal prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City/County:
 - 4.2.1 Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 - 4.2.2 Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 - 4.2.2.1 No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 - 4.2.3 The approval price change shall be honored for all orders received by the contractor after the effective date of such price change.
 - 4.2.3.1 Approved price changes are not applicable to orders already issued and in process at the time of price change.
 - 4.2.3.2 It is the responsibility of the Contractor to provide the City/County Department/Divisions with written updated pricing schedules at least 30 days prior to said proposed pricing change(s).

- 4.2.4 The City/County reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 4.2.5 The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the City/County.
 - 4.2.5.1 If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
- 4.2.6 Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.
 - 4.2.6.1 Contractor will put the Purchasing Agent on the mailing list for such publication (at no charge) so the Purchasing Agent can monitor said changes.

5. OPTION TO EXTEND

- 5.1 The City/County, at their discretion and with mutual consent from the contractor, may extend the period of this agreement up to three (3) additional years, in one (1) year increments.
 - 5.1.1 Proposers must indicate on the proposal form if extension renewals are an option.
 - 5.1.2 The Contractor shall be notified in writing by the Purchasing Agent's intention to extend the contract period at least thirty (30) days prior to the expiration of the original contract period.
 - 5.1.3 Proposal price escalator clause for optional years will be one of the considerations in the City/County's proposal evaluation process.

6. METHOD OF ORDERING AND PAYMENT

- 6.1 Individuals specifically authorized by the City/County will place verbal, fax, electronic or written orders direct to the contractor without a purchase order number. They must provide their account number and all of the pertinent information required to identify their Department/Division to the contractor at the time of order placement.
 - 6.1.1 Jobs will be submitted by Departments/Division on an as-needed-basis, no annual volume is implied or guaranteed as a result of this process.
 - 6.1.2 Contractor to provide (via FAX, Mail or Internet) to the requesting department a written print request/quotation form (provide a sample of your request/ quotation form with your response), following the order placement, indicating the contractors quoted price and a brief description of the job.
- 6.2 Contractor will be paid at least once a month (maybe more if work generated warrants more than one payment) in arrears for print jobs completed and billed during the monthly period.

- 6.2.1 Contractor to submit two (2) monthly master statements; one for the County print jobs invoiced during the month and one for the City print jobs Invoiced. Statements are to be addressed as follows:

COUNTY

County Clerk Office
County/City Bldg.
555 So. 10th Street
Lincoln, NE 68508

CITY

City Auditing Dept.
County/City Bldg.
555 So. 10th Street
Lincoln, NE 68508

- 6.2.1.1 Each of the monthly statements are to be subdivided showing, by department/division, the print jobs completed and invoiced during the period.
- 6.2.1.2 Authorized City/County ordering personnel will also provide the County Clerk's office or the City Auditing Dept. with a copy of the print request form and Successful Vendor's Invoice along with the standard payment voucher form as an authorization to pay the Successful Contractor for work completed.
- 6.3 All work performed must be done in a satisfactory manner and completed during the billing period. Partial performance is not acceptable and partial payments for work performed will not be made.
- 6.4 Invoices and statements shall be prepared in an itemized format which shall provide the City/County with the information required for verification.
- 6.4.1 Itemized invoices and statements for services performed shall list:
- 6.4.1.1 Name and brief description of the project.
- 6.4.1.2 Name of the contact and Dept./Division requesting the work.
- 6.4.1.3 The date order was placed and date of order delivery to the City/County.

7. PICK UP AND DELIVERY

- 7.1 All quick copy/printing and related work will be picked up by the contractor and returned upon completion of the work to the individual department requesting the service, unless otherwise pre-arranged between the Contractor and using department. The exception will be walk-in business to utilize the contractor's self-service machines and/or if the department chooses to deliver and pick up the order for their convenience.

8. QUARTERLY REPORT

- 8.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract. *The contractor will also meet with the Purchasing Agent to evaluate the program at least once annually.*
- 8.2 Such quarterly report shall itemize the following information:
- 8.2.1 Each department/division ordering, sub-divided by "County" and "City" jobs.
- 8.2.2 Types of jobs and quantities purchased by department/division (City/County).
- 8.2.3 Total dollar amount of purchases by department/division (City/County).
- 8.2.4 *A detailed listing of recycled products either used to fill orders or any recycling effort generated to accommodate the manufacturing/printing process (this report must also be provided to the City of Lincoln Recycling Office, Attn: Gene Hanlon).*

- 8.2.4.2 Report all stock used, and the percentage of recycled fiber (both pre and post consumer) on this contract annually to the Purchasing Agent and City Recycling Coordinator.

9. ESTIMATED DOLLAR VOLUME

- 9.1 The dollar volume set forth in the specification document are approximate and represent the estimated requirements of the City/County for the contract period.
- 9.2 Items listed may or may not be inclusive of City/County requirements for the category.
 - 9.2.1 Category items not listed, but distributed/produced by contractor are to be referred to as kindred items.
 - 9.2.1.1 Kindred items are to receive the same percentage of discount or pricing structure as items listed in the specification document.
- 9.3 Any unit price, and/or extended total prices shall be used only as a basis for the evaluation of proposals received.
- 9.4 Actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount.

10. CONTRACT NOTIFICATION

- 10.1 The Purchasing Division will issue a Contract Award Notification to any/all successful proposer(s).
 - 10.1.1 The Contract Award Notification will incorporate the City/County's specifications, insurance requirements, contract document (see attached samples) and may incorporate any special provision outlined by the proposer's offer.
 - 10.1.2 Orders for services/materials will be placed on an as-needed-basis by the various City/County departments.

CONTRACTOR REQUIREMENTS

1. QUALIFICATIONS OF THE CONTRACTOR

- 1.1 A Company background summary, indicating the contractor is and has been regularly and actively engaged in the quick copying and/or offset printing services and has performed the type of work described in this proposal request document.
- 1.2 A list of references is to be submitted for at least three commercial clients including name of company, address, contact person, telephone number and a brief description of the work tasks and size of the jobs performed.
- 1.3 A list of equipment is to be submitted that is intended to be used under this contract.
 - 1.3.1 The list shall include a description of the equipment, function, capacity and size, where applicable and if appropriate the half tone capability.
- 1.4 The City/County reserves the right to inspect the quality of any printing work performed by the Proposer.
- 1.5 The City/County reserves the right to gather information as is deemed necessary to determine the capability of the Proposer to furnish the necessary services as described herein.
 - 1.5.1 The City/County reserves the right to reject any proposal if the Proposer fails to satisfy the City/County that the Proposer is qualified to carry out the obligations of the contract.

2. QUALIFICATIONS OF THE CONTRACTOR'S EMPLOYEES

- 2.1 *The contractor shall assign a contact person to be the primary liaison between the contractor's company and the City/County.*
 - 2.1.1 The proposed liaison shall be interviewed and accepted by the City/County prior to assuming any responsibilities under any contract generated by this proposal request.
 - 2.1.2 The liaison shall serve as the representative in all business with the City/County.
 - 2.1.3 The liaison shall continue to serve in said capacity only so long as his/her work is acceptable to the City/County customers.

3. CONTRACTOR RESPONSIBILITY

- 3.1 It is the responsibility of the Proposer to verify the availability of material, capacity of production time, production schedules, and other pertinent data prior to submission of the proposal.
- 3.2 It is the responsibility of the Proposer to notify the City/County immediately if any job placed cannot be performed in a timely manner.
 - 3.2.1 The City/County reserves the right to charge back any additional costs associated with re-sourcing work rejected by the successful Proposer when routine jobs are not supplied as offered in the Contract.
- 3.3 It is the responsibility of the Proposer to provide a rate sheet/order form to be used to price and order jobs. This sheet/form will be distributed to all Departments/Divisions.
- 3.3 The City/County is exempt from sales and/or use tax for direct purchase of materials and supplies.

- 3.3.1 A copy of our Sales Tax Exemption Certificate/s will be issued to the successful Proposer(s) upon request.

4. CONTRACTOR SUBMITTAL

- 4.1 Proposers shall submit information attesting to the qualifications of the company and it's employees with it's proposal submission form at the proposal opening date and time.
 - 4.1.1 Failure to submit this information may render the proposal non-responsive and the proposal may not be considered for award.
- 4.2 Information to be submitted *with the proposal form* shall at a minimum include the following:
 - 4.2.1 A list of references of at least three commercial clients complete with contact name and telephone number.
 - 4.2.2 A brief description of the work tasks and size of jobs performed for the commercial clients listed.
 - 4.2.3 A comprehensive list of equipment that is intended to be used under this contract.
 - 4.2.4 A sample of your quote/order confirmation form.
 - 4.2.5 Paper samples, if necessary and appropriate.

PROPOSAL SPECIFICATIONS

1. SCOPE OF THE WORK

- 1.1 The copy/printing services to be offered shall be for all labor, materials and equipment necessary to provide and deliver complete quick printing and/or copying requirements.
- 1.2 The City/County reserves the right to contract special printing projects to other outside sources if the Successful Proposer is unable to perform such specialty work.
 - 1.2.1 Specialty work may include, but is not limited to, continuous forms, tickets (some requiring security paper), die-cut printing, etc.
- 1.3 The copy/printing services will include large and small copy jobs, bindery / finishing operations, collating, paginating, and perforations.
- 1.4 Sample copy/proofs may be required on large multiple page and color process projects, inspections may also be required upon request by City/County customers.
- 1.5 A delivery/packing list shall accompany each copy/print job and shall record the date of completion, customer order number, delivery request date, quantity of materials, and total cost of the job.
- 1.6 The contractor may be requested to provide confidentiality on certain jobs. Proposers are asked to detail their internal procedure to assure said confidentiality.
- 1.7 The contractor shall maintain a high standard of quality work on all printing and copying jobs.
 - 1.7.1 The City/County reserves the right to refuse poor quality work, if more than 10 percent of a job is substandard the contractor will be required to reproduce the work at no additional cost to the City/County.
 - 1.7.2 The contractor has the right to refuse to print/ copy a job if the original copy given to the contractor by the City/County is of such poor quality that it will not permit high quality output.
- 1.8 The Successful Contractor shall notify the City/County requesting Department/Division if artwork provided or job requested is not appropriate or suitable for copy/printing equipment (i.e., due to the quantity or complexity of the job it would be more cost effective and efficient to produce the job using a different source).

2. ART WORK

- 2.1 All prices offered shall be based upon camera-ready copy (digital, type set or laser/jet printer) or prepared negative provided by the printer.
- 2.2 All originals, photographs, art work, paste-ups, negatives and magnetic media used in the production of the printing shall remain and/or become the property of the City/County.
 - 2.2.1 Upon request from using Departments, art work and art work adjustments may be provided by the Contractor, and will be billed according to the contract arrangements.
 - 2.2.2 The City/County may request the Contractor to store artwork of repetitively produced jobs.

- 2.3 All art work, paste-ups, negatives and magnetic media shall be in a reusable condition and any damage shall be considered the responsibility of the contractor.

3. JOB COMPLETION REQUIREMENTS

- 3.1 **Quick printing** projects may include, but are not limited to, booklets, packets, brochures, manuals, reports, flyers, news letters, color copy reproductions, and small NCR forms.
 - 3.1.1 The average response time for standard copying jobs shall not exceed 1-2 days unless otherwise notified and pre-arranged with using department.
 - 3.1.2 It is estimated that approximately 10-15% of all work requested will be emergency/rush jobs.
 - 3.1.2.1 Emergency/rush work shall be defined as work requiring same day service or to be performed overnight or on the weekend.
- 3.2 **Offset printing** projects may include but are not limited to, booklets, packets, brochures, manuals, reports, flyers, letters, color reproductions, stationary, envelopes and NCR forms all of a sufficient quantity to save money by utilizing the offset printing process.
 - 3.2.1 *All prices shall be based on a per thousand (or per hundred) basis indicated on the proposal page, with a maximum of 5% over run allowed.*
 - 3.2.2 The average response time for standard offset printing jobs shall not exceed 7-10 days unless otherwise notified and pre-arranged with using department.
 - 3.2.3 It is estimated that approximately 10-15% of all work requested will be emergency/rush jobs.
 - 3.2.3.1 Emergency/rush work shall be defined as work requiring 3-5 day service.
- 3.3 Any special handling or premium charges are to be shown on the proposal form.

2. PACKAGING REQUIREMENTS

- 4.1 Requesting departments/divisions shall specify packaging requirements at the time orders are placed.
- 4.2 In general the following packaging requirements may be used as a guideline for jobs produced under the contract:
 - 4.2.1 NCR forms shall be packaged in hundreds and shrink wrapped.
 - 4.2.2 Letterhead shall be packaged 250 or 500 per package and boxed or shrink wrapped.
 - 4.2.3 Envelopes shall be packaged in the standard packaging of 500 per box.

EVALUATION AND AWARD

1. A COMMITTEE WILL EVALUATE THE PROPOSALS

- 1.1 The committee may request documentation from Proposers of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
- 1.2 The committee may also require a site visit and/or interview with the Proposer and his/her company.

2. AWARD AND EVALUATION CRITERIA

- 2.1 Award will be made to the "lowest responsive Proposer(s) ".
 - 2.1.1 Responsiveness will be determined by the committee at the time proposals are evaluated, using criteria which may include:
 - 2.1.1.1 References provided with the proposal response.
 - 2.1.1.2 The Proposer's ability to satisfactorily handle the type and volume of work being offered by the City/County.
 - 2.1.1.3 Equipment available, variety of capacity, range of capability, and quality of past jobs performed.
 - 2.1.1.4 Proposers production, technical, and supervisory personnel; and experience in the type of work proposal.
 - 2.1.1.5 The location of the Proposer's plant as related to time required to pick up and deliver jobs requested.
 - 2.1.1.6 Ease of the liaison to communicate with the City/County Departments / Divisions.
 - 2.1.1.7 Proposer's internal management and ability to provide confidentiality, back up for emergency jobs; and accurate reporting, record keeping and billing.
- 2.2 ***The City/County reserves the right to award this project to more than one Contractor, or on an "All-or-None" basis, whichever is deemed by the committee to be in the best interest of the City/County.***
 - 2.2.1 Due to our anticipated volume, the City/County may choose to award this contract to more than one Contractor.
 - 2.2.1.1 If the contract is awarded to more than one Contractor, the City/County will list the Successful Contractors as "Primary Contractor (Offset and/or Copy)", "Secondary Contractor (Offset and/or Copy)" and perhaps even a third Contractor, if deemed necessary.
 - 2.2.1.2 The proposal form is structured in three (3) sections, one for quick/copy, one for offset printing and one for general process information requested from any vendor bidding one or both sections.
 - 2.2.1.2.1 **Interested contractors may choose to bid both sections, one section or only a portion of a section (all offers will be considered).**

- 2.2.1.3 If the contract is awarded to more than one Contractor, an attempt will be made to identify each of the Successful Contractor's specialties to assist our end users in determining the best Contractor for the job requested.
 - 2.2.1.4 In general, if more than one Contractor is selected, the City/County will offer jobs to the Contractors in the order that we award the proposals (i.e., jobs will be offered the Primary Contractor, then the Secondary, etc.)
- 2.3 The Successful Proposer(s) will be required to enter into an annual contract arrangement and provide the requested insurance certificates (see "Insurance Requirements for all Contracts).

CANCELLATION

1. TERMINATION FOR CAUSE:

- 1.1 The City/County may terminate the Contract if the Contractor:
 - 1.1.1 Refuses or fails to supply enough properly skilled workers or proper materials to satisfactorily provide complete offset printing products requested.
 - 1.1.2 Fails to make payments to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Contractor and Subcontractors.
 - 1.1.3 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract.
 - 1.1.4 Otherwise commits a substantial breach of any provision of the Contract Document.

2. TERMINATION BY EITHER PARTY FOR CONVENIENCE:

- 2.1 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
- 2.2 Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City/County shall pay Contractor in accordance with this section.
 - 2.2.1 The provisions of the Contract which by their nature survive final acceptance of the work, shall remain in full force and effect after such termination to the extent provided in such provisions.
- 2.3 Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
 - 2.3.1 Discontinue the work to the extent specified by the City/County.
 - 2.3.2 Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the work, if any, the City/County has directed not to be discontinued.
 - 2.3.3 Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the City/County of all orders and subcontracts not related to that portion of the work, if any, the City/County has directed not to be discontinued.
 - 2.3.4 Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and equipment on the site or in transit thereto.
- 2.4 Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 2.5 Upon termination, the City/County shall pay the Contractor the full cost of all work properly done by the Contractor to the date of termination not previously paid for by the City/County.

2.5.1 If at the date of such termination the Contractor has properly produced or fabricated any goods for subsequent incorporation in the work, the City/County may direct the Contractor to deliver such goods to a location determined by the City/County, whereupon the City/County shall pay to the Contractor the cost for such goods and materials.

3. NON-APPROPRIATION OF FUNDS:

3.1 The City/County may terminate this Contract upon thirty (30) calendar days' written notice to the Contractor if the City's or County's governing body(s) fail to appropriate monies for the purpose of providing the services covered under the contract agreement.

4. TERMINATION FOR BANKRUPTCY OR INSOLVENCY:

4.1 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of Contractor, the City/County may cancel this contract or affirm the contract and hold the vendor responsible for damages.

5. CONTRACT ASSIGNMENT:

5.1 The contract established as a result of this RFP shall not be transferred to/or assigned without prior written consent of the City/County.

**INSURANCE CLAUSE TO BE USED FOR “OWNER” CONTRACTS
LANCASTER COUNTY, NEBRASKA AND THE CITY OF LINCOLN, NEBRASKA**

HERE AND AFTER REFERRED TO AS “OWNERS”

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Product Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- (a) The coverage shall be provided under a Commercial General Liability form or similar thereto.
- (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
- (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
- (d) Contractual Liability coverage shall be included.
- (e) Products Liability and/or Completed Operations coverage shall be included.
- (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
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D. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.

E. Certificate of Insurance

All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, and **showing the Owners as additional insured**. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

Date prepared: 11/30/03

ATTACHMENT "A"

**QUICK COPY & OFFSET PRINTING
SUMMARY OF
DOLLARS SPENT FOR 2000-01-02
(FOR THE CITY OF LINCOLN & LANCASTER COUNTY)**

MONTH	QUICK COPY #1	COPY/PRINT #2	PRINTER #3
1 ST QTR., 2000	\$49,725.36	\$82,818.77	N/A
2 ND QTR., 2000	\$39,713.82	\$82,147.23	\$18,310.24
3 RD QTR., 2000**	\$45,929.82	\$85,070.65	\$17,101.25
4 TH QTR., 2000	\$48,290.25	\$81,208.07	\$9,703.40
1 ST QTR., 2001	\$53,547.00	\$95,106.25	\$22,643.96
2 ND QTR., 2001	\$59,017.38	\$77,311.29	\$12,195.06
3 RD QTR., 2001	\$42,195.48	\$68,184.00	\$8,169.06
4 TH QTR., 2001	\$41,282.39	\$77,159.24	\$10,349.70
1 ST QTR., 2002	\$48,815.74	\$90,467.68	\$14,554.24
2 ND QTR., 2002	\$79,582.93	\$79,582.93	\$28,126.84
3 RD QTR., 2002	\$67,101.33	\$67,101.33	\$15,037.84
4 TH QTR., 2002	\$57,185.88	\$57,185.88	\$23,865.03
2000 TOTAL	\$183,659.25	\$331,244.72	\$45,114.89
2001 TOTAL	\$196,042.25	\$317,760.78	\$53,357.78
2002 TOTAL	\$252,685.88	\$294,337.82	\$81,583.95
'02 AVERAGE MONTHLY \$	\$15,977.85	\$24,615.54	\$4,338.74
3 YR. TOTAL SALES	\$632,387.38	\$943,343.32	\$180,056.62
TOTAL THREE YEAR (3 yr.) SALES: (Combined Copy & Offset)		\$1,755,787.32	